

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

**O'DONOGHUE & O'DONOGHUE LLP** }

Daniel J. Keenan, Esq. }

Charles W. Gilligan, Esq. }

325 Chestnut Street, Suite 600 }

Philadelphia, PA 19106 }

Telephone: (215) 629-4970 }

Email: [dkeenan@odonoghuelaw.com](mailto:dkeenan@odonoghuelaw.com) }

Counsel to Bricklayers and Allied }

Craftworkers Local 1 of PA-DE }

**In re:** }

**KIMO TILE @ MARBLE, LLC, d/b/a** }

**KIMO TILE & MARBLE LLC** }

**Debtor.** }

---

**KIMO TILE @ MARBLE, LLC, d/b/a** }

**KIMO TILE & MARBLE LLC,** }

**Plaintiff,** }

**v.** }

**TILE SETTERS AND TILE FINISHERS** }

**UNION OF NEW YORK AND NEW** }

**JERSEY, LOCAL NO. 7 OF THE INTER** }

**NATIONAL UNION OF BRICKLAYERS** }

**AND ALLIED CRAFTWORKERS; and** }

**BRICKLAYERS AND ALLIED CRAFT-** }

**WORKERS LOCAL 1 OF PA-DE,** }

**Defendants.** }

**Chapter 11**

**Case No. 24-20009 (JNP)**

**ADVERSARY NO. 25-01226-JNP**

**Hearing Date: June 2, 2025**

**DECLARATION OF JOSEPH J. BATTAGLIA**

I, Joseph J. Battaglia, declare and state as follows:

benefit plans jointly established by the Union and the employers. All employees represented by Local 1 have monthly contributions remitted by their employers to the Bricklayers and Allied Craftworkers Local 1 of PA-DE Health and Welfare Fund, which provides them with medical, surgical, prescription drug, and other health benefits, the Bricklayers and Allied Craftworkers Local 1 of PA-DE Annuity Fund, a defined contribution pension plan in which all participants have a fully vested individual account plan, and the Bricklayers and Allied Craftworkers Local 1 of PA-DE Apprenticeship and Training Fund, which provides training to new apprentices in the industry as well as some training to journey persons (collectively referred to hereinafter as the “Local 1 Funds”). Additionally, many of the crafts persons represented by Local 1 have contributions made to one of two defined benefit pension plans maintained by Local 1 and its employers. Employers who are signed to the Local 1 collective bargaining agreement are obligated to remit the contractually required hourly contribution rate multiplied by the number of hours worked by each covered employee to the Local 1 Funds on a monthly basis, with the contributions to be received by the fifteenth day of the month following the month in which the work was performed.

7. Kimo has employed members of Local 1 who specialize in setting and finishing ceramic tile. During the period in which it was a signatory contractor, the relationship between Local 1 and Kimo was often strained due to the Debtor’s failure to timely remit these required benefit contributions. Additionally, Kimo has periodically bounced paychecks or failed to timely pay the wages of its employees working under the Local 1 collective bargaining agreement. Kimo has also tried to pay cash to our members in a manner inconsistent with the terms of the collective bargaining agreement and I have fielded complaints from members regarding issues of scheduling and other practices that have created uncertainty in their working lives. As a result, some of the members that I represent refused to work for Kimo or did so reluctantly.

mutual issues that we were having with the company. In the end, however, Local 1's decision to terminate the collective bargaining relationship was based on our own determination of its best interests and that of its membership.

Pursuant to 28 U.S.C. § 1746, I affirm under penalty of perjury that the foregoing is true and correct.

May 30, 2025

  
\_\_\_\_\_  
Joseph J. Battaglia

# **EXHIBIT 1**

EMP NBR	EMPLOYER NAME	WORK MONTH	RCPT DATE	RECEIPT NUMBER	RPT NBR	RECEIPT TYPE	TOTAL AMOUNT	HOURS 1
532	Kimo Tile (TMTFin)	Aug-21	4/13/2022	163884	9 RM	\$	239.04	8
532	Kimo Tile (TMTFin)	Aug-21	4/13/2022	163882	8 RM	\$	1,195.20	40
532	Kimo Tile (TMTFin)	Aug-21	4/13/2022	163880	7 RM	\$	1,434.24	48
532	Kimo Tile (TMTFin)	Aug-21	4/13/2022	163878	6 RM	\$	1,583.64	53
516	Kimo Tile (TMTMech)	Aug-21	4/13/2022	163944	2 RM	\$	483.84	16
516	Kimo Tile (TMTMech)	Aug-21	4/13/2022	163883	11 RM	\$	967.68	32
516	Kimo Tile (TMTMech)	Aug-21	4/13/2022	163879	9 RM	\$	1,209.60	40
516	Kimo Tile (TMTMech)	Aug-21	4/13/2022	163881	10 RM	\$	1,209.60	40
532	Kimo Tile (TMTFin)	Sep-21	4/13/2022	163875	4 RM	\$	478.08	16
532	Kimo Tile (TMTFin)	Sep-21	4/13/2022	163877	5 RM	\$	478.08	16
516	Kimo Tile (TMTMech)	Sep-21	4/13/2022	163874	7 RM	\$	483.84	16
516	Kimo Tile (TMTMech)	Sep-21	4/13/2022	163876	8 RM	\$	483.84	16
532	Kimo Tile (TMTFin)	Oct-21	4/13/2022	163869	2 RM	\$	597.60	20
532	Kimo Tile (TMTFin)	Oct-21	4/13/2022	163871	3 RM	\$	597.60	20
516	Kimo Tile (TMTMech)	Oct-21	4/13/2022	163872	5 RM	\$	1,088.64	36
516	Kimo Tile (TMTMech)	Oct-21	4/13/2022	163870	4 RM	\$	1,814.40	60
516	Kimo Tile (TMTMech)	Oct-21	4/13/2022	163873	6 RM	\$	2,177.28	72
532	Kimo Tile (TMTFin)	Nov-21	4/13/2022	163867	1 RM	\$	465.08	16
516	Kimo Tile (TMTMech)	Nov-21	4/13/2022	164044	4 RM	\$	967.68	32
516	Kimo Tile (TMTMech)	Nov-21	4/13/2022	163868	3 RM	\$	1,451.52	48
516	Kimo Tile (TMTMech)	Dec-21	4/13/2022	164045	1 RM	\$	483.84	16
516	Kimo Tile (TMTMech)	Mar-22	4/13/2022	163822	1 RM	\$	1,693.44	56
532	Kimo Tile (TMTFin)	Dec-22	1/30/2023	170807	1 RM	\$	733.44	24
516	Kimo Tile (TMTMech)	Dec-22	2/16/2023	170806	1 RM	\$	1,485.12	48
532	Kimo Tile (TMTFin)	Jan-23	1/30/2023	170809	1 RM	\$	977.92	32
516	Kimo Tile (TMTMech)	Jan-23	2/16/2023	170808	1 RM	\$	2,722.72	88
532	Kimo Tile (TMTFin)	May-23	9/11/2023	176678	1 RM	\$	891.20	40
516	Kimo Tile (TMTMech)	May-23	9/11/2023	176676	1 RM	\$	2,993.28	96
532	Kimo Tile (TMTFin)	Jun-23	9/28/2023	176687	1 RM	\$	1,396.50	70
532	Kimo Tile (TMTFin)	Jun-23	9/28/2023	176698	2 RM	\$	2,899.90	94
516	Kimo Tile (TMTMech)	Jun-23	9/22/2023	176681	2 RM	\$	997.76	32
516	Kimo Tile (TMTMech)	Jun-23	9/22/2023	177018	4 RM	\$	1,995.52	64
516	Kimo Tile (TMTMech)	Jun-23	9/28/2023	176686	5 RM	\$	2,432.04	78
516	Kimo Tile (TMTMech)	Jul-23	9/28/2023	177089	6 RM	\$	1,995.52	64
516	Kimo Tile (TMTMech)	Aug-23	9/22/2023	176683	1 RM	\$	873.04	28
532	Kimo Tile (TMTFin)	Sep-23	11/9/2023	177198	1 RM	\$	4,438.70	146
516	Kimo Tile (TMTMech)	Sep-23	11/9/2023	177196	1 RM	\$	436.52	14
516	Kimo Tile (TMTMech)	Sep-23	11/9/2023	177197	2 RM	\$	9,229.28	296
532	Kimo Tile (TMTFin)	Oct-23	1/27/2025	185232	2 RM	\$	493.60	16
532	Kimo Tile (TMTFin)	Oct-23	8/7/2024	185240	3 RM	\$	1,234.00	40
516	Kimo Tile (TMTMech)	Jan-24	2/22/2024	181031	1 RM	\$	1,247.20	40
532	Kimo Tile (TMTFin)	Feb-24	3/27/2024	181936	1 RM	\$	2,221.20	72
516	Kimo Tile (TMTMech)	Feb-24	3/27/2024	181937	1 RM	\$	10,227.04	328
532	Kimo Tile (TMTFin)	Mar-24	4/15/2024	181938	1 RM	\$	740.40	24
516	Kimo Tile (TMTMech)	Mar-24	4/15/2024	181939	1 RM	\$	7,483.20	240
532	Kimo Tile (TMTFin)	Apr-24	8/7/2024	185239	2 RM	\$	(1,234.00)	-40
532	Kimo Tile (TMTFin)	Apr-24	5/28/2024	183113	1 RM	\$	1,234.00	40
516	Kimo Tile (TMTMech)	Apr-24	5/28/2024	183112	1 RM	\$	498.88	16
516	Kimo Tile (TMTMech)	Jul-24	2/12/2025	190320	1 RM	\$	511.04	16
532	Kimo Tile (TMTFin)	Aug-24	2/28/2025	190316	1 RM	\$	1,516.80	48
516	Kimo Tile (TMTMech)	Aug-24	2/12/2025	190315	1 RM	\$	968.08	64
532	Kimo Tile (TMTFin)	Sep-24	2/28/2025	190318	1 RM	\$	2,417.42	76.5
516	Kimo Tile (TMTMech)	Sep-24	2/28/2025	190317	1 RM	\$	1,788.64	56
532	Kimo Tile (TMTFin)	Oct-24	2/28/2025	190321	1 RM	\$	2,330.61	88
532	Kimo Tile (TMTFin)	Nov-24	2/5/2025	190033	1 RM	\$	1,516.80	48
516	Kimo Tile (TMTMech)	Nov-24	2/5/2025	190032	1 RM	\$	5,365.92	168
532	Kimo Tile (TMTFin)	Dec-24	2/5/2025	190035	1 RM	\$	2,275.20	72
516	Kimo Tile (TMTMech)	Dec-24	2/5/2025	190034	1 RM	\$	3,066.24	96
532	Kimo Tile (TMTFin)	Jan-25	2/5/2025	190037	1 RM	\$	758.40	24
516	Kimo Tile (TMTMech)	Jan-25	2/5/2025	190036	1 RM	\$	2,044.16	64

# **EXHIBIT 2**

BRICKLAYERS  
& ALLIED PA/DE  
CRAFTWORKERS

ack Lake Place Philadelphia, PA 19154



CERTIFIED MAIL®



9589 0710 5270 1855 2431 44

PHILADELPHIA PA 190

28 FEB 2025 PM 8 L

\$5.50  
US POSTAGE  
FIRST-CLASS  
063S13293  
19  
0000261



Mr. Sasha Kissoondath  
7 FOWLER AVE  
Milleville, NJ 08332

ANK

NIXIE 171 DE 1 0003/05/25

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

00002-400417  
19154-91888

00002-400417 19154-91888



February 27, 2025

Mr. Sasha Kissoondath  
Kimo Tile & Marble  
7 Fowler Ave  
Millville, NJ 08332

Dear Mr.Kissoondath:

This is to advise you that Bricklayers and Allied Craftworkers Local 1 of PA-DE is hereby disclaiming interest in representing the employees of Kimo Tile & Marble. As a result, when the current collective bargaining agreement expires, Local 1 will not seek to negotiate a successor agreement.

We will so advise any employees who are currently working under that agreement. This disclaimer is unequivocal and unconditional and is effective as of the date that the current agreement expires.

Please contact me if you have any questions regarding this letter.

Very truly yours,

Justin Scarinci  
President and Business Manager